

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MURRAY HILL PRESBYTERIAN CHURCH,

Plaintiff,

-against-

22 Civ. 4050 (PAE)

MT. HAWLEY INSURANCE COMPANY

JOINT LETTER FOR INITIAL
CONFERENCE

Defendant.

Dear Judge Engelmayer:

Pursuant to the Court's Notice of Initial Pretrial Conference (ECF Doc. No. 15), Plaintiff Murray Hill Presbyterian Church ("Murray Hill") and Defendant Mt. Hawley Insurance Company ("Mt. Hawley") (collectively, the "Parties") submit the following joint letter in advance of the Initial Pretrial Conference scheduled for **June 7, 2022 at 10:00am.**

(1) A brief description of the case including the factual and legal bases for the claim(s) and defense(s). This is an insurance coverage dispute regarding Murray Hill's property (the "Property") that is insured under a policy of commercial property insurance issued by Mt. Hawley with a policy period from August 1, 2020 to August 1, 2021, No. MPC0602507 (the "Policy"). Murray Hill submitted a claim to Mt. Hawley to recover benefits under the Policy for hail damage with an alleged date of loss of February 16, 2021 (the "Claim"). Mt. Hawley contends that after a thorough investigation, Mt. Hawley determined that there was no coverage for the Claim and denied the Claim. This litigation ensued. Murray Hill filed the lawsuit in Florida state court, and Mt. Hawley removed the case to the United States District Court for the Middle District of Florida, and the case was subsequently transferred to this Court.

Plaintiff Murray Hill contends that its Property was damaged by reason of a wind and hail storm on or about February 16, 2021, and that this loss is purportedly covered under the Policy. Plaintiff asserts that Defendant breached the Policy by failing to pay the claim. Plaintiff has produced in discovery to Defendant an estimate of damage incurred as a result of the loss for \$1,630,806.84.

Defendant Mt. Hawley asserts in its answer and affirmative defenses, which are fully incorporated herein, that there is no coverage for the alleged loss or damage for a multitude of reasons. Mt. Hawley's claim investigation revealed that the Property did not sustain a covered loss under the Policy and that the Claim involves alleged damage that is not covered, and is in fact excluded, under the Policy.

(2) Any contemplated motions. The Parties anticipate that various motions will be filed, including potential motions for summary judgment and motions in limine.

(4) The prospect for settlement. The Parties anticipate there is a fair chance for settlement.

(6) The estimated length of trial. 3-4 days, depending on the information obtained during the discovery process and the causes of action further defined by the same.

(7) Any other information the parties believe may assist the Court in advancing the case to settlement or trial. None at this time.

Dated: 6/3/2022

Respectfully Submitted,

/s/ Richard L. Smith, III

RICHARD L. SMITH, III, *admitted pro hac vice*

Texas State Bar No. 24098446

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Garrett Clifford, *pro hac vice motion filed*

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